








Public Safety Committee Meeting

Commission Chamber- 2/23/2016- 1:10 PM

PUBLIC SAFETY

1. Motion to **approve** a one-time transfer from 2016 contingency fund in the amount of \$20,000 into the Animal Services Department 2016 budget to facilitate educational community outreach initiative relative to the February 2, 2016 approved Animal Services Ordinance. **(Requested by Commissioner Sean Frantom) (Referred from February 16 Commission meeting)**  [Attachments](#)
2. Approve a request by the Richmond County Sheriff's Office (RCSO) to accept an award from Governor's Office of Highway Safety in the amount of \$20,000 for the East Central Traffic Enforcement Network project.  [Attachments](#)
3. An update to the Commission on the Animal Advisory Board; its functions, future plans and membership status. **(Requested by Commissioner Sias)**  [Attachments](#)
4. Motion to approve the minutes of the Public Safety Committee held on February 9, 2016.  [Attachments](#)
5. Approve payment to New World Systems, Inc. for the Standard Software Subscription Agreement for the period covering January 1, 2016 - December 31, 2016.  [Attachments](#)

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Public Safety Committee Meeting
2/23/2016 1:10 PM

\$20,000 transfer to Animal Services Dept. for educational outreach

Department:

Presenter: Commissioner Sean Frantom

Caption: Motion to **approve** a one-time transfer from 2016 contingency fund in the amount of \$20,000 into the Animal Services Department 2016 budget to facilitate educational community outreach initiative relative to the February 2, 2016 approved Animal Services Ordinance. (**Requested by Commissioner Sean Frantom**) (**Referred from February 16 Commission meeting**)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available
in the Following
Accounts:

REVIEWED AND APPROVED BY:



**Public Safety Committee Meeting
2/23/2016 1:10 PM**

Accept and award the amount of \$20,000 from Governor's Office of Highway Safety

Department: Richmond County Sheriff's Office

Presenter:

Caption: Approve a request by the Richmond County Sheriff's Office (RCSO) to accept an award from Governor's Office of Highway Safety in the amount of \$20,000 for the East Central Traffic Enforcement Network project.

Background: With the reward of this grant, funds will be used to run the ECTEN. The funds will also aid in the conducting of meetings and trainings for the East Central Traffic Enforcement Network.

Analysis: None

Financial Impact: This is 100% reimbursable grant, RCSO will submit request for reimbursement to GOHS upon expenditures.

Alternatives: none

Recommendation: Accept award in the amount \$20,000 from Governor's Office of Highway Safety.

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Cover Memo

Item # 2



Governor's Office of Highway Safety
7 Martin Luther King Jr Drive • Suite 643 • Atlanta, Georgia 30334
Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107
www.gahighwaysafety.org

Nathan Deal
GOVERNOR

Harris Blackwood
DIRECTOR

November 17, 2015

Mr. Richard Roundtree
 Richmond County Sheriff's Office
 400 Walton Way
 Augusta, GA 30901

Re: Application #: 2016-TEN-0173-00
Grant #: TEN-2016-000-00294
Project Title: East Central Traffic Enforcement Network
CFDA #: 20.600

Dear Mr. Richard Roundtree:

Congratulations! It is my pleasure to inform you that your application in the amount of **\$20,000.00** federal funds has been approved. The effective date of the grant is **November 17, 2015 through September 30, 2016**. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above.

If your jurisdiction/agency (combined) receives federal funds of \$750,000.00 or more in a year, an audit is required in accordance with OMB Circular A-133. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to the end of Federal Fiscal Year (FFY) 2016.

Agencies awarded federal funds through GOHS are required to receive their reimbursement payments electronically. If your agency received funds in FFY 2015, we ask that you review the information previously submitted on your Vendor Management Form (VMF). If updates are needed, you must complete the enclosed VMF and resubmit to GOHS. If no revisions are needed, GOHS will continue to use the information previously submitted in making reimbursements electronically. Agencies that did not receive federal funds in FFY15 must complete the enclosed VMF. Upon completion, please mail the VMF to the attention of Ms. Janice Crawford, GOHS Accounts Payable Administrator at the above address no later than **November 3, 2015**. For additional information, please contact Ms. Janice Crawford at (404) 651-8460 or jcrawford@gohs.ga.gov.

Enclosed you will find GOHS Special Conditions and Grant Terms and Conditions governing the above-referenced project. This document clearly identifies the guidelines and requirements governing your grant. Please carefully review the new requirements regarding promotional/incentive items, which are also enclosed. Prior to purchasing promotional/incentive items, grantees are **REQUIRED** to submit a plan outlining the purpose of the items including the activity, a proof of the item, quantity, cost, target audience, and an explanation of how the activity will help meet the overall grant goals and objectives.

GOHS will host a mandatory training workshop for project directors and finance representatives early in the grant year. This workshop will focus on GOHS grant management system (eGOHS), reporting procedures and the enclosed Grant Terms and Conditions. Detailed information will be provided in an invitation letter to follow.

A copy of your grant application maybe downloaded at www.egohs.org. After logging in, go to Grant Menu, scroll down and click on Grant PDF located on the left side of the screen. Clicking here will allow you to print the complete application



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Item # 2

including grant terms and conditions. If for some reason(s) you are unable to download the application, please contact your GOHS assigned planner. Included with this letter is a copy of your signed certification page for your files.

Should you have questions regarding the content of this letter, please contact your assigned planner, Ms. Scarlett Woods at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Harris Blackwood
Director

HB/cmh

Enclosures (5)

cc: Lt. Lewis Blanchard, Project Director/Agency Administrator
Ms. Veronica Freeman, Financial Officer
Ms. Scarlett Woods, Planner/Grant Manager



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Item # 2

Application ID 2016-TEN-0173-00

GEORGIA HIGHWAY SAFETY GRANT APPLICATION

Governor's Office of Highway Safety
7 Martin Luther King Jr Drive, Suite 643
Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
www.gahighwaysafety.org

COVER PAGE**Instructions:**

1. Complete on-line Grant Application in its entirety in eGOHS.
2. Print and return Certification page only (1 original and 3 copies) with all signatures in blue ink.

1. Agency/Jurisdiction: Richmond County Sheriff's Office	5. Implementing Agency/Department:
2. Agency Type: State County City Other (Check one) X	6. Project Director: Name Lt. Lewis Blanchard Title: Project Director Address: 400 Walton Way Augusta, GA 30901 Telephone: (706) 261-0438 Fax: (706) 821-1064 Email: lblanchard@augustaga.gov
3. Name of County: RICHMOND	
4. Authorizing Official: (Law Enforcement projects must list highest ranking elected official, i.e. County Commissioner or Mayor.) Name: Mr. Richard Roundtree Title: Sheriff (AO) Address: 400 Walton Way Augusta, GA 30901 Telephone: (706) 261-0439 Fax: Email: rroundtree@augustaga.gov	
7. Project Title: East Central Traffic Enforcement Network	
8. Project Summary: To enhance traffic enforcement within the areas of the East Central Traffic Enforcement Network.	
9. Grant Period: From: Oct 1 2015 To: Sep 30 2016	
10. Funds Requested: \$ \$20,000	16. Financial Contact: Name
11. Year 1: Year 2: Year 3:	Title:
12. Are funds being sought from other sources? No	Check Mailing Address:
12a. Does your jurisdiction receive any other federal funds from other sources? Yes	
If so, how much? \$ \$12,018,057.00	Telephone:
13. Type of Application:	Fax:
Initial Revision X Continuation	Email:
14. Duns Number: 073438418	17. Congressional District(s): C12
14a. Federal ID Number: 58-2204274	18. Senate District(s): S22, S23
15. Audit Period From: 10/1/2015 To: 9/30/2016	19. House District(s): H122, H123, H124, H125, H126, H12

PROBLEM IDENTIFICATION

The 16 Regional Traffic Enforcement Networks (RTEN) serve as a systematic means of implementing police traffic services statewide. Each network is comprised of multiple counties that have various highway safety problems (i.e. occupant safety, impaired driving, speeding, etc.). In addition to the highway safety problems, each Network has multiple law enforcement agencies and their traffic safety issues cross jurisdictional lines. The intent of the (RTEN) is to coordinate enforcement and education of law enforcement strategies and mobilizations by agencies to maximize the highway safety benefit. Specific problem identification data analysis for each (RTEN) is conducted by GOHS and is available upon request

Additional Information:

The 16 Regional Traffic Enforcement Networks (RTEN) serve as a systematic means of implementing police traffic services statewide. Each network is comprised of multiple counties that have various highway safety problems (i.e. occupant safety, impaired driving, speeding, etc.). In addition to the highway safety problems, each Network has multiple law enforcement agencies and their traffic safety issues cross jurisdictional lines. The intent of the (RTEN) is to coordinate enforcement and education of law enforcement strategies and mobilizations by agencies to maximize the highway safety benefit. Specific problem identification data analysis for each (RTEN) is conducted by GOHS and is available upon request.

PROGRAM ASSESSMENT

Assess the Current Situation Program Assessment is the process used to determine the resources that a community is currently using to address the problem. Review activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

Georgia has seen a decline in the number of fatal crashes per one hundred million vehicle miles traveled over the last three years. Based upon the 2013 data, Georgia has a current fatality rate of 1.09, which is a 3.5% decrease from 2011. Agency participation and reporting are issues that need to be improved to effectively address and evaluate current highway safety programs. The traffic enforcement networks have played an integral role in increasing enforcement and agency reporting through monthly regional Traffic Enforcement Network meetings. Through the Traffic Enforcement Networks, Georgia law enforcement is seemingly mobilized into one unit. All agencies are given current information and training, maximizing highway safety efforts across the state.

The Traffic Enforcement Network holds a minimum of ten monthly network meetings to increase law enforcement involvement in various highway safety campaigns. The Network Coordinator stays in constant contact with law enforcement agencies, local prosecutors and judges from within the network region to promote better cooperation within the network region.

The Traffic Enforcement Network increase law enforcement participation throughout the year and during highway safety campaigns such as Click It or Ticket, Operation Zero Tolerance, Hands Across the Border, and 100 Days of Summer Heat. The Network Coordinators keep the law enforcement agencies in the network alert to upcoming mobilizations and enforcement strategies, as well as training issues and legal updates.

The Traffic Enforcement Networks have helped the GOHS to increase the number of law enforcement agencies reporting their statistics to the GOHS. The Network Coordinators, along with the Law Enforcement Liaisons, continuously monitor non-reporting agencies and strive to get at least 75% of the agencies in their network region to report.

PROGRAM ASSESSMENT

Assess the Current Situation Program Assessment is the process used to determine the resources that a community is currently using to address the problem. Review activities and results of past and current efforts, indicating what did or did not work. Assess resources to determine what is needed to more effectively address the problem. Identify local laws, policies, groups, and organizations that support or inhibit the success of the project.

The Traffic Enforcement Networks have increased overall enforcement efforts throughout the state. The Network Coordinators hold a minimum of 5 road checks, preferably multi-jurisdictional road checks, within the network region during the grant period. The road checks focus on safety belt enforcement, and/or impaired driving enforcement.

The Traffic Enforcement Networks will continue to build on this activity through the next fiscal year to increase agency participation and agency reporting. The Networks will continue to hold monthly network meetings and provide training and current information to Georgia's law enforcement officers. The networks will continue to promote mobilizations and enforcement efforts to further reduce the number of fatal crashes on Georgia's roadways.

PROGRAM ASSESSMENT CHART

(For Police Traffic Services Projects Only)

Please provide the current level of enforcement activity for the entire department for the three (3) previous calendar years (January 1 through December 31).

ACTIVITY	CALENDAR YEAR		
	2012	2013	2014
DUI ARRESTS	1441	1179	1081
SPEEDING (all cases)	9446	10324	8914
SAFETY BELT VIOLATIONS	2898	2478	5267
ALL OTHER TRAFFIC VIOLATIONS	28664	29980	27789
TRAFFIC CRASHES INVESTIGATED	11462	7976	9377
CHECK POINTS CONDUCTED	18	26	28

MEDIA PLAN

Describe your plans for announcing the award of this grant to your community through media outlets available to you. Discuss how you plan to keep the public informed of grant activities throughout the entire project period. Use additional pages as necessary.

Project director will announce this grant when awarded to all local media outlets in the form of an official press release. The Project director will coordinate press releases and media events prior to all National and Local campaigns such as Click It or Ticket, Operation Zero Tolerance, and 100 Days of Summer Heat. All of these press releases will be reported to the Governor's Office of Highway Safety when required by reporting procedures.

The Media outlets will be: WJBF, WFXG, NBC 26 Television, and the Augusta Chronicle.

PROJECT OBJECTIVES

PROJECT OBJECTIVES

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, *"Click-it or Ticket"* and *DUI Enforcement Campaigns*.

**Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals.*

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 1- The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 2- The Network will participate in GOHS highway safety campaigns, including CIOT, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 3- The network coordinator and/or assistant coordinator will ensure that a minimum of 5 road checks (preferably multi-jurisdictional road checks) are held in the network region within the grant period.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 4- The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will attend all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 5- The coordinator and/or assistant coordinator will monitor agency reporting each month during the grant period.

PROJECT OBJECTIVES

PROJECT OBJECTIVES

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, *"Click-it or Ticket"* and *DUI Enforcement Campaigns*.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gaighighwaysafety.org to view goals).

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, *"Click-it or Ticket"* and *DUI Enforcement Campaigns*.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals).

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 1- The Network Coordinator and/or Assistant Coordinator will ensure that a minimum of 10 Network meetings are held in the Network region within the grant period.

Activity: 1- The coordinator and/or assistant coordinator will schedule a minimum of 10 network meetings during the grant period. The coordinator and/or assistant coordinator will stay in constant contact with network law enforcement, judges, and prosecutors to promote the Traffic Enforcement Network concept. An announcement will be placed on the GATEN listserve in a timely manner to announce the monthly meeting.

Evaluation: 1- The coordinator or assistant coordinator will attach meeting agenda and sign-in sheet to the monthly report in eGOHS.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 2- The Network will participate in GOHS highway safety campaigns, including CIOT, OZT, and Summer HEAT. The coordinator and assistant coordinator will encourage a 24/7 safety belt and impaired driving enforcement concept to the agencies within the Network each month during the grant period.

Activity: The coordinator and assistant coordinator will discuss highway safety mobilization strategies with the Network prior to the mobilization date, encouraging participation and reporting. Agency participation will be monitored on a monthly basis by the coordinator and assistant coordinator.

Evaluation: 2- The coordinator or assistant coordinator will attach meeting agenda and sign-in sheet to the monthly report in eGOHS.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 3- The network coordinator and/or assistant coordinator will ensure that

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, "Click-it or Ticket" and *DUI Enforcement Campaigns*.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals.

a minimum of 5 road checks (preferably multi-jurisdictional road checks) are held in the network region within the grant period.

Activity: 3- The coordinator and assistant coordinator will work with agencies within the Network to schedule a minimum of 5 road checks (preferably multi-jurisdictional) during the grant period. At least 2 will be held during the 100 Days of Summer HEAT campaign.

Evaluation: 3- The coordinator or assistant coordinator will attach documentation of Network road checks, as well as use of the BAT trailer by other agencies. The report will include number of agencies participating, officers present, location of road check, and enforcement data.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 4- The coordinator and/or assistant coordinator will attend the annual LEL Conference as scheduled by NHTSA, and as approved by GOHS. The coordinator and/or assistant coordinator will attend all coordinator meetings as scheduled by the GOHS Law Enforcement Services Director or Regional LEL.

Activity: 4-The coordinator and/or assistant coordinator will attend NHTSA sponsored LEL meetings as well as GOHS sponsored coordinator meetings for the purpose of developing strategies for future highway safety campaigns.

Evaluation: 4- The coordinator and assistant coordinator will attach documentation of attendance at all LEL meetings as well as coordinator meetings in the monthly report.

Goal: 6.1 GOHS GOAL: ENHANCE POLICE TRAFFIC SERVICES

Objective: 5- The coordinator and/or assistant coordinator will monitor agency reporting each month during the grant period.

PROJECT OBJECTIVES, ACTIVITIES AND EVALUATIONS

PROPOSED PROJECT OBJECTIVES, ACTIVITIES AND EVALUATION

Briefly describe what you plan to do to impact the problem. Indicate proposed start-up dates. Explain how the community will be made aware of the project through the media and evaluation activities. Explain how you will participate in the Traffic Enforcement Networks, *"Click-it or Ticket"* and *DUI Enforcement Campaigns*.

*Each objective should indicate which GOHS Highway Safety Plan goal it is intended to accomplish (visit www.gahighwaysafety.org to view goals).

Activity: 5- The coordinator and/ or assistant coordinator will work with law enforcement agencies within the Network to increase reporting within the region. The coordinator and/or assistant coordinator will contact non-reporting agencies and encourage reporting each month.

Evaluation: The coordinator and/or assistant coordinator will provide reporting numbers on a monthly basis.

MILESTONE CHART

Instructions:	Using the provided Milestone Chart, list projected activities to be accomplished on a monthly basis. This section should reflect the activities described in the Proposed Solution Plan/Activities.												
OBJECTIVE/ACTIVITY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
1- The coordinator and/or assistant coordinator will schedule a minimum of 10 network meetings during the grant period. The coordinator and/or assistant coordinator will stay in constant contact with network law enforcement, judges, and prosecutors to promote the Traffic Enforcement Network concept. An announcement will be placed on the GATEN listserve in a timely manner to announce the monthly meeting.	1	1			1	1	1	1	1	1	1	1	10
OBJECTIVE/ACTIVITY The coordinator and assistant coordinator will discuss highway safety mobilization strategies with the Network prior to the mobilization date, encouraging participation and reporting. Agency participation will be monitored on a monthly basis by the coordinator and assistant coordinator.	1	1	1	1	1	1	1	1	1	1	1	1	12

Item # 2

MILESTONE CHART

Instructions:	Using the provided Milestone Chart, list projected activities to be accomplished on a monthly basis. This section should reflect the activities described in the Proposed Solution Plan/Activities.												
OBJECTIVE/ACTIVITY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
3- The coordinator and assistant coordinator will work with agencies within the Network to schedule a minimum of 5 road checks (preferably multi-jurisdictional) during the grant period. At least 2 will be held during the 100 Days of Summer HEAT campaign.				1				1	1	1		1	5
4-The coordinator and/or assistant coordinator will attend NHTSA sponsored LEL meetings as well as GOHS sponsored coordinator meetings for the purpose of developing strategies for future highway safety campaigns.							1						1

Item # 2

Item # 2

Item # 2

RESOURCE REQUIREMENTS

Indicate the personnel, equipment, and supplies needed to complete the project.

1. What personnel are needed and how will they be used?
2. What are the types and quantity of needed equipment?
3. How will equipment be used and by whom?
4. Describe the training required by personnel.

With the reward of this grant, funds will be used to run the ECTEN. The funds will be used to purchase incentive items and door prizes. The items will be awarded to agencies that participate in network events, agencies that host monthly meetings, and officers that attend network sponsored events. The funds will also aid in the conducting of meetings and trainings for the East Central Traffic Enforcement Network. The

network meetings will include some form of traffic enforcement or safety training. This training will be done at least 80% of our meetings.

SELF-SUFFICIENCY**Continuation Plan**

Federal funding guidelines require that each funded project indicate how the activities of the project will be continued after federal funds are no longer provided. The continuation plan must identify potential sources of non-federal funds.

GOHS asserted program!

Item # 2

COST CATEGORY SUMMARY

COST CATEGORY		TOTAL	ROUNDED
1.	Personnel Services (salaries & fringes)	\$0.00	\$0.00
2.	Regular Operating Expenses	\$9,000.00	\$9,000.00
3.	Travel	\$5,000.00	\$5,000.00
4.	Equipment Purchases	\$6,000.00	\$6,000.00
5.	Contractual Services	\$0.00	\$0.00
6.	Per Diem & Fees	\$0.00	\$0.00
7.	Computer Charges and Computer Equipment	\$0.00	\$0.00
8.	Telecommunications	\$0.00	\$0.00
9.	Motor Vehicle Purchases	\$0.00	\$0.00
10.	Total	\$20,000.00	\$20,000.00

MATCHING FUNDS		%		ROUNDED
11.	Local Cash Match	0		\$0.00
12.	Federal Participation (percentage of total in Item 10)	100		\$20,000.00

Form A

**Augusta Richmond County, Georgia
New Grant Proposal/Application**

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Date of Grant Request: February 4, 2016 Department Requesting Grant: Sheriff's Office

Grant Description: GOHS- East Central Traffic Enforcement Network

Grant Amount: \$ 20,000 Matching Funding Required Yes ☐ No ☒
Cash /In Kind \$Amount _____
Source of Match _____


Fiscal Year of Grant: 2016 EEO Required? Yes, this is listed in grant terms
EEO Dept Notified? Not by RSCO

Network Coordinator, Brandon Reeves

706-825-3098 (c) 706-821-1493 (o)

Program Administrator


Contact phone #


Department/Elected Official Signature

2/4/16
Date

1.) I have reviewed the grant application and enclosed materials and:

- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
- ☐ Deny the Request: _____


Finance Director

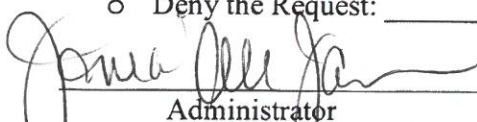
2-4-16
Date

RECEIVED
ADMINISTRATOR'S
OFFICE

FEB 05 2016

2.) I have reviewed the grant application and enclosed materials and:

- ☒ Approve, the Department/Agency to move forward with the application
- ☐ Deny the Request: _____


Administrator

2/5/16
Date

AUGUSTA, GA

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

Item # 2



Public Safety Committee Meeting
2/23/2016 1:10 PM
Animal Advisory Board

Department: Clerk of Commission

Presenter:

Caption: An update to the Commission on the Animal Advisory Board; its functions, future plans and membership status. **(Requested by Commissioner Sias)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:

Nancy Morawski

From: Commissioner Sammie Sias
Sent: Tuesday, February 16, 2016 11:33 AM
To: Lena Bonner
Cc: Nancy Morawski; Sharon Broady
Subject: Animal Advisory Board

Ms. Bonner,

Please add this item to the Public Safety Committee Agenda for 23 Feb 16.

"An update to the Commission on the Animal Advisory Board; its functions, future plans, and membership status".

Commissioner Sias

Please consider the environment before printing this email.

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.

AED:104.1



**Public Safety Committee Meeting
2/23/2016 1:10 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Public Safety Committee held on February 9, 2016.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Public Safety Committee Meeting Commission Chamber - 2/9/2016

ATTENDANCE:

Present: Hons. Lockett, Chairman; Frantom, Vice Chairman; Sias and Smith, members.

Absent: Hon. Hardie Davis, Jr., Mayor.

PUBLIC SAFETY

1. Motion to approve the minutes of the Public Safety Committee held on January 26, 2016. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Grady Smith	Passes

2. Motion to approve One-Year Extension of private probation services agreement with Sentinel Offender Services, LLC. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Frantom votes No. Motion Passes 3-1.	Commissioner Sammie Sias	Commissioner Grady Smith	Passes

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**Public Safety Committee Meeting
2/23/2016 1:10 PM
New World 2016 Annual Maintenance**

Department: Information Technology

Presenter: Michael Blanchard

Caption: Approve payment to New World Systems, Inc. for the Standard Software Subscription Agreement for the period covering January 1, 2016 - December 31, 2016.

Background: This is the annual payment to secure ongoing maintenance of New World's AEGIS Public Safety-related software and related modules and products. The Augusta Commission approved a Standard Software Subscription Agreement (SSSA) in conjunction with an upgrade from our former AS400-based software to the New World MSP (Microsoft Product) on February 21, 2012.

Analysis: This software subscription/maintenance agreement with New World will allow Augusta to continue to receive maintenance and support for the New World Systems applications used by various Public Safety Departments to include the Sheriff's Office, E911, and the Fire Department. Augusta uses this software to take emergency calls, dispatch emergency responders, store incident reports, track offender records, record information related criminal investigations, analyze crime patterns, and generate system reports. This agreement also includes software licensing, planning, and implementation services related to the implementation of the Microsoft version of New World's Public Safety software.

Financial Impact: The overall cost of this annual maintenance is \$399,510. This expense is paid through IT's Operating Budget as well as from the Augusta Fire Department and E911.

Alternatives: N/A

Recommendation: Approve payment to New World Systems, Inc. for the Standard Software Subscription Agreement for the period covering January 1, 2016 - December 31, 2016.

Cover Memo

**Funds are Available
in the Following
Accounts:**

101015410.5223110 \$324,510 (IT) 274034110.5213119 \$15,000
(Augusta Fire Dept.) 216037110.5223110 \$60,000 (E911)

REVIEWED AND APPROVED BY:

**Procurement.
Information Technology.
Finance.
Law.
Administrator.
Clerk of Commission**



888 W. Big Beaver #600
Troy, MI 48084

(248) 269-1000

Mr. Mike Blanchard
Augusta, GA PD
530 Greene Street, Annex A-101
Augusta, GA 30901
United States

Invoice Number 046012
Invoice Date November 01, 2015
PO Number P124895
Contract 3/1/2012
Project AUG0400-C-12-01-U-01

Page 1 of 1

Subscription billing per the contract executed 3/1/2012

	Current Amount
Year 5: 1/1/16 - 12/31/16	399,510.00
Invoice Total	<u>399,510.00</u>

We're moving!!

Effective November 7th our new address will be:

840 West Long Lake Road
Troy, MI 48098

Please update your records to reflect our new address **Item # 5**



New World Systems
The Public Sector Software Company

Document #: 1421-11A1F

February 3, 2012

ADDITIONAL SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

Mr. Mike Blanchard
City of Augusta
530 Greene Street
Augusta, GA 30911

Dear Mr. Blanchard:

New World Systems is pleased to provide an Agreement to continue the license of your iSeries (AS/400) Standard Software and provide implementation services for a future upgrade of your AS/400 Licensed Standard Software to the New World Aegis MSP Licensed Standard Software.

The following Exhibits are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Exhibit AA	TOTAL COST SUMMARY AND PAYMENT SCHEDULE
Exhibit A	LICENSED STANDARD SOFTWARE AND FEES
Exhibit B	IMPLEMENTATION AND TRAINING SUPPORT SERVICES
Exhibit C	STANDARD SOFTWARE MAINTENANCE AGREEMENT
Exhibit F	DATA FILE CONVERSION ASSISTANCE
Appendix 1	AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES
Appendix 2	ADDITIONAL PROVISIONS

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement dated June 8, 1998 with Richmond County, Georgia are incorporated and continue to apply. Upon completion of the upgrade to Aegis MSP standard software, the definition of COMPUTER from the November 16, 2000 Agreement will be the MSP server(s) in use, and not the IBM AS/400. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

Item # 5

Please acknowledge the change and your understanding on the services by the appropriate signature below.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

Date: 02-27-12

AUGUSTA, GA

(Customer)

By: 
Deke Copenhaver, Mayor

Date: 2/29/12

Attest: 
Authorized Signature Title

Date: 2/29/12

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 28, 2012.
CONFIDENTIAL

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>		<u>COST</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	Included
	1. Licensed Standard Software	
B.	STANDARD SOFTWARE SUBSCRIPTION AGREEMENT – (See Exhibit C)	
<u>Annual Subscription Cost (10-Year Plan, Billed annually and due on January 1st of each year)</u>		
Year 1	for period 01/01/12 – 12/31/12	\$375,000
Year 2	for period 01/01/13 – 12/31/13	\$375,000
Year 3	for period 01/01/14 – 12/31/14	\$375,000
Year 4	for period 01/01/15 – 12/31/15	\$375,000
Year 5	for period 01/01/16 – 12/31/16	\$375,000
Year 6	for period 01/01/17 – 12/31/17	\$415,000
Year 7	for period 01/01/18 – 12/31/18	\$415,000
Year 8	for period 01/01/19 – 12/31/19	\$435,000
Year 9	for period 01/01/20 – 12/31/20	\$435,000
Year 10	for period 01/01/21 – 12/31/21	\$460,000
C.	IMPLEMENTATION SERVICES AND THIRD PARTY PRODUCTS AND SERVICES FOR UPGRADE TO AEGIS MSP STANDARD SOFTWARE	
	1. PROJECT MANAGEMENT as further described in Exhibit B	
	2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
	3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
	4. MOBILE RECONFIGURATION SERVICES as further described in Exhibit B	
	5. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
	6. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
	7. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
D.	TRAVEL EXPENSES (Estimate) – billed as incurred	

PRICING ASSUMES CONTRACT EXECUTION BY FEBRUARY 28, 2012.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**II. Payments for Implementation Services and Third Party Products**

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. An Implementation Services Agreement will be provided to Customer as described in Paragraph 2 of Exhibit C. The Services Agreement shall have a not to exceed cost of \$620,000 with payment terms mutually agreed upon at the time the Services Agreement is executed.	
B. TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)	\$60,000*
1. 40 trips are anticipated. 2. Travel Time for the estimated 40 trips is not included in this estimate.	
*Estimate	
C. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C	

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package

Cost

**AEGIS iSERIES (AS/400) STANDARD SOFTWARE CURRENTLY IN PLACE AND
 EVENTUALLY TO BE REPLACED BY THE AEGIS MSP (WINDOWS) STANDARD SOFTWARE**

CAD

1. Aegis/400 Combined Multi-Jurisdiction LE/Fire/EMS CAD

- Call Scheduling
- Call Stacking
- Geo-File Verification
- Hazard and Location Alerts
- Hydrant Inventory
- Access to Aegis/400 LE Records
- Access to Aegis/400 Fire/EMS Records
- Note Pads
- Rip-N-Run¹
- Run Cards
- Tone Alerts
- Unit Recommendations
- Unit Status Monitors
- Fire/EMS Recommendations

2. Additional Aegis[®]/400 Software for Computer Aided Dispatch

- CAD Mapping (ESRI based)
- Service Vehicle Rotation (Wrecker, Ambulance)

3. Aegis/400 Third Party CAD Interface Software

- E-911 Interface
- Firehouse Interface
- Priority Dispatch ProQA for EMD Interface
- Priority Dispatch ProQA for Fire Interface
- Priority Dispatch ProQA for Police Interface

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**LAW ENFORCEMENT RECORDS****4. Aegis/400 Single Jurisdiction Base Law Enforcement Records**

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

5. Additional Aegis/400 Software for Law Enforcement Records

- Bookings
- Case Management
- Computer Aided Investigations
- Field Investigations
- GEO File Verification
- Index Cards

6. Aegis/400 Third Party LE Records Interface Software

- Livescan Interface

CORRECTIONS**7. Aegis Corrections Management Software Base Package**

- Aegis/400 Law Enforcement Records Interface
- Bookings
- Inmate Classification
- Inmate Property Tracking
- Inmate Tracking and Processing
- Random Drug Testing
- Visitation

8. Aegis/400 Federal & State Compliance Reporting for Corrections

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**EXISTING MOBILE SOFTWARE PREVIOUSLY LICENSED****MOBILE SOFTWARE****MOBILE SOFTWARE ON THE RS/6000**

1. **Base Message Switch to State/NCIC (1-300 users)**
 - Base Message Switch for MDT/MCT
 - State/NCIC Interface
2. **Additional Aegis Software for RS/6000 Message Switch**
 - New World CAD Interface for Aegis 400 (1-300 users)
 - Mobile Upload Software (1-500 users)
 - AVL Interface (1-50 devices)

MOBILE SOFTWARE ON THE iSERIES 400

3. **Aegis/400 Mobile Integration Software**
 - MDT/MCT Base CAD/RMS Interface (1-300 users)
 - MDT/MCT Base LE CAD Interface (1-100 users)
 - AVL CAD Interface (1-50 users)

MOBILE MANAGEMENT SERVER

4. **Aegis Mobile Management Server Software (1-500 units)**
 - Base CAD/NCIC/Messaging
 - Field Reporting
 - Field Reporting Data Merge

CLIENT SOFTWARE

5. **Aegis® Law Enforcement Mobile Unit Software**

Mobile Messaging

LE State/NCIC via Switch (267 units)
 LE CAD via Switch (297 units)
 Mugshot Image Download (215 units)
 State Photo Download (308 units)
 In-Car Mapping (30 units)
 In-Car Routing (30 units)
 New World AVL (30 units)

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**Field-Based Reporting**

LE Field Reporting (Federal Standards) (308 units)

The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance (308 units)

LE Accident Field Reporting (225 units)

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance (225 units)

Field Investigation Field Reporting (2 Forms) (83 units)

Mobile Upload of Field Reports (308 units)

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**AEGIS MSP (WINDOWS) STANDARD SOFTWARE THAT WILL REPLACE THE AEGIS iSERIES (AS/400) STANDARD SOFTWARE****CAD****1. Aegis CAD Enterprise.NET Combined LE/Fire/EMS CAD**

- Call Entry
- Call Control Panel
- Unit Recommendations
- Unit Status and Control Panel
- Call Stacking
- CAD Messaging
- Call Scheduling
- Dispatch Questionnaire D62
- Fire Equipment Search/Move
- GIS/Geo-File Verification
- Hazard and Location Alerts
- Hazmat Search
- Hydrant Inventory
- Access to Aegis/MSP LE Records
- Access to Aegis/MSP Fire Records
- Note Pads
- Proximity Dispatch (*Requires CAD AVL*)
- Rip-N-Run Remote Printing
- Run Cards/Response Plans
- Tone Alerts

2. Additional Aegis CAD Enterprise.NET Software for Computer Aided Dispatch ⁵

- CAD Mapping
- CAD AVL
- Ad-Hoc Reporting ⁶
- Service Vehicle Rotation (Wrecker, Ambulance)

3. Aegis CAD Enterprise.NET Third Party Interface Software ⁵

- E-911 Interface ⁷
- On-Line CAD Interface to State/NCIC (up to 6 inquiry screens) ⁸
- Pre-Arrival Questionnaire Interface (3 questionnaires - EMD, Fire and Police)
Supports available release of ProQA for Fire, EMD, Police
- Fire Records Interface (one-way interface; CAD closed incidents)
Supports Firehouse, First Watch

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**LAW ENFORCEMENT RECORDS****4. Aegis/MSP Single Jurisdiction Base Law Enforcement Records**

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- GIS/Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

5. Aegis/MSP Federal and State Compliance Reporting for LE Records

- Federal UCR/IBR⁹
- State Accidents¹⁰

6. Additional Aegis/MSP Software for Law Enforcement Records

- Bookings
- Case Management
- Data Analysis/Crime Mapping/Management Reporting⁶
- Equipment Tracking
- Field Investigations
- Index Cards
- Pawn Shops

7. Aegis/MSP Third Party LE Records Interface Software ⁵

- Livescan Interface
Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent
- Aegis/MSP State/NCIC Interface⁸
Includes 12 - 15 screens

On-Line Modules - Includes 4 state inquiry screens⁸

- On-Line Property Checks Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC

8. Aegis/MSP Imaging Software

- Public Safety Lineups/Mug Shots¹¹

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**CORRECTIONS****9. Aegis/MSP Corrections Management Software Base Package**

- Aegis/MSP LE Records Interface
- Bookings
- Incident Tracking
- Inmate Property Tracking
- Inmate Classification
- Inmate Housing
- Mass Move
- Inmate Scheduling and Tracking
- Inmate Contacts (visitor, mail, phone, emergency)
- Inmate Programs (courses)
- Inmate Activity Log
- Trustee
- Case Management
- Corrections Officer Log
- Finance Management (inmate, facility)
- Jacket Processing
- Business Registry
- Personnel/Education
- GIS/Geo-File Verification

10. Aegis/MSP State Compliance Reporting for Corrections

- State Corrections Reporting
- Includes up to 4 reports

11. Workstation License for up to 500 Authorized Users.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**ADDITIONAL AEGIS MSP (WINDOWS) STANDARD SOFTWARE TO BE ADDED****LAW ENFORCEMENT RECORDS**

1. **Additional Aegis/MSP Software for Law Enforcement Records**
 - Property Room Bar Coding⁵

CORRECTIONS

2. **Additional Aegis/MSP Software for Corrections Management**
 - Property Room Bar Coding

DECISION SUPPORT SOFTWARE^{12,13}

3. **Law Enforcement Management Data Mart**
 - Includes 10+ users

Dashboards for Law Enforcement

4. **Corrections Management Data Mart**
 - Includes 10+ users

Dashboards for Corrections Management

TOTAL SOFTWARE LICENSE FEE^{14,15}

Included

Note: Other than for Mobile Software, a Workstation License for up to 500 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Augusta, GA
- Richmond County Sheriff's Office, GA

Note: The Aegis MSP Standard Software will provide comparable but not identical capabilities to the Aegis AS/400 software currently in use. The cost of any custom AS/400 software in use is not included.

Note: The Software License Fee is included at no charge as part of the 10-year Annual Subscription Payments in Exhibit C.

Note: Customer's existing Mobile Software for the iSeries (AS/400) is also included in this license. The Mobile Software works with both the iSeries and MSP Licensed Standard Software in this Exhibit A.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**ENDNOTES**

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows XP or later is required for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- ² *New World Systems' MSP product requires Microsoft Windows 2003/2008 Server and SQL Server 2005/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' MSP product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement. Customer is responsible for any 3rd party support.*
- ⁶ *Application may require a separate Server.*
- ⁷ *Requires Lantronix USC 1100 included in Appendix 1 of this Agreement.*
- ⁸ *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- ⁹ *Federal UCR/IBR includes edits, reports and electronic submission.*
- ¹⁰ *State Accidents includes logic, reports and electronic submission.*
- ¹¹ *Camera must meet product specifications and be procured through New World.*
- ¹² *Application may require a separate Server.*
- ¹³ *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- ¹⁴ *Discount only available in conjunction with upgrading Aegis AS/400 to Aegis MSP Windows.*
- ¹⁵ *Prices assume that all software is licensed.*
- ¹⁶ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.
- f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the receipt of **Customer's** execution of the option to upgrade as described in Exhibit C.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,100** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software;
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.
- d) Upgrade existing mobile products to Mobile 9.x:
 - Mobile Messaging and Field Reporting (Including Accidents)
 - Mapping, Routing, AVL
 - State Photo Download
 - Field Investigations
 - Mugshot Images Download

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) 911 Interface
- b) On-Line CAD Interface to State/NCIC
- c) Pre-Arrival Questionnaire Interface
- d) Fire Records (Firehouse) Interface
- e) Livescan Interface
- f) State/NCIC
- g) On-Line Property Checks Interface to State/NCIC
- h) On-Line Wants & Warrants Interface to State/NCIC
- i) New World Mugshots / Imaging
- j) Geo-File Implementation
- k) Windows System Assurance

New World's GIS implementation services are to assist the **Customer** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **Customer** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary **New World** will assist **Customer** in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services Standard Environment:
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B of your original License Agreement has a description of support services available.

4. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the Hourly Rate.

5. Billing

- a) Subscription costs in paragraph 8 will be billed annually.
- b) One Time Costs for Implementation Fees to upgrade to *Aegis* Windows MSP will be billed as provided in **New World's** Implementation Services Agreement provided to **Customer** during the 90 day notice period defined in paragraph 2 above.

6. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSSA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

7. Requests for Software Correction on Licensed Standard Software

At any time during the SSSA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**8. Subscription Costs for Licensed Standard Software Packages Covered for MSP Servers Server(s)**

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Subscription Cost (10-Year Plan, Billed annually and due on January 1st of each year)

Year 1	for period	01/01/12 – 12/31/12	\$375,000
Year 2	for period	01/01/13 – 12/31/13	\$375,000
Year 3	for period	01/01/14 – 12/31/14	\$375,000
Year 4	for period	01/01/15 – 12/31/15	\$375,000
Year 5	for period	01/01/16 – 12/31/16	\$375,000
Year 6	for period	01/01/17 – 12/31/17	\$415,000
Year 7	for period	01/01/18 – 12/31/18	\$415,000
Year 8	for period	01/01/19 – 12/31/19	\$435,000
Year 9	for period	01/01/20 – 12/31/20	\$435,000
Year 10	for period	01/01/21 – 12/31/21	\$460,000

9. Payment Default and Termination Proceedings

Customer shall endeavor to make payments from Section 8 of this SSSA within 30 days from due date, subject to considerations for budget and legislative approval cycle, which shall be documented and supplied to **New World** within 15 days of the receipt of the invoice. Documentation shall include the expected date of payment. **Customer** agrees that failure to pay within 45 days of the due date with no notice of cause or expected payment date shall result in immediate forfeiture of the license to use the Licensed Standard Software.

EXHIBIT F

DATA FILE CONVERSION ASSISTANCE

Upon execution of the option to upgrade as specified in Exhibit C, **New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to **Customer** location in order to conduct the following:
 - a. Conversion Analysis
 - b. Assistance for Mapping and Testing
 - c. Conversion Go-Live Implementation and Support

Customer will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide **Customer** up to four (4) test iterations of converted data. One test iteration consists of:
 - a. Running a conversion test in the **Customer's** test environment
 - b. **Customer** reviewing a conversion test and responding in writing to **New World** (see **Customer** responsibilities paragraph 3 below)
 - c. **New World** correcting or otherwise responding to issues to issues discovered and reported by **Customer**.
 - d. **New World** conducting internal testing to verify corrections
 - e. **New World** and **Customer** planning for the next test iteration and/or the live implementation.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

The following files will be converted from the Aegis 400 System:

MASTER FILES

Master Names			
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master Property			
PLPROP	Property	PLOWNR	Owner Information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master Gun			
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master Vehicles			
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes			
PLCRIM	Crime Codes	PSSTAT	Statutes

Exhibit F / DATA FILE CONVERSION ASSISTANCE**COMPUTER AIDED DISPATCH**

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index
PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD - House Watch		
Run Cards			
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAAC	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History

Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVU	Generic Review Date Master
PLINCD	Incidents	PLINDX	Index Cards
PLNADR	Incident Additional Name/Address		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

LAW ENFORCEMENT RECORDS

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assaulted file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVV	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			
BKSCHG	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	TKTCKT	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Accidents			
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		
Gun Permits			
PLGUNP	Gun Permits		
Gun Registrations			
PLGUNR	Gun Registrations		
Bicycle Registrations			
BYMAST	Bicycle Registration		
Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Pawn Shops			
PLOWNR	Owner Information	PLPLOC	Property Location
PLPAWN	Pawn Transactions	PLPPRP	Pawn Shop Transaction
PLPDSP	Property Disposition	PLPROP	Property
PLPHST	Police Case Property History	PLPTRN	Property Custody Transaction
PLPLAB	Property Lab/Evidence		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Civil Papers			
CVNOTE	Civil Papers	CVSUBJ	Civil Papers
CVPMST	Civil Papers	SCTABE	Table Entries Master (Used for reference only)
CVSINF	Civil Papers		
Orders Of Protection			
OPMAST	Orders Of Protection Master File	OPLOCT	Orders Of Protection Locations
OPSUBJ	Orders Of Protection Subjects	OPUSRD	Orders Of Protection User Defined
Impounded Vehicles			
PLTOWD	Impounded Vehicle Master		
Narratives			
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects

Exhibit F / DATA FILE CONVERSION ASSISTANCE**CORRECTIONS**

Bookings/Corrections			
BKBOOK	Booking Master	BKSUIC	Bookings Suicide Watch
BKCLAS	Booking Classifications	PLABCF	Global Charges
BKHLOG	Booking Release History	PSALOG	Jailer Activity Log
BKHOUS	Booking Housing Assignment	PSIACT	Inmate Activity
BKNSBJ	Booking Notifications	PSJTIM	Booking / Courts Jail Time Sentence
BKPOSS	Prisoner Possessions	PSDSBJ	Corrections Incident Subject
BKSCHG	Bookings / Courts Supplemental Charges	PSIACT	Inmate Activity
Jail Management			
JMACRG	Additional Billing Charges	JMLEDG	Account Funds Ledger Master
JMHLOG	Housing Assignment History Log	JMLEDH	Account Funds Header
JMHOUS	Housing Assignment Log	JMVSTR	Visitors
JMAPPT	Medical/Court/Event Appointment	JMAVST	Approved Visitors
Narratives			
BKCTRN	Classification Question Transaction	PSDOCI	Document Processing Document Index
BKQUES	Questionnaires	PSFDOC	Document Processing Free Form Documents
BKUSRD	Booking User Defined	PSIACT	Inmate Activity



APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of the option to upgrade as specified in Exhibit C, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Mr. Mike Blanchard
 City of Augusta
 530 Greene Street
 Augusta, GA 30911

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

Exhibit 1**CONFIGURATION****I. THIRD PARTY PRODUCTS AND SERVICES****THIRD PARTY SOFTWARE****a. Embedded Third Party Software**

(includes all Third Party executable components)

b. GIS Software

CAD

- CAD Workstations using ArcGIS Engine Runtime (20 workstations)

Geo-File Maintenance Software (ESRI ArcEditor)

- per workstation

THIRD PARTY HARDWARE**c. Hardware, System Software & Services**

Lantronix UDS-1100 (1 unit)

Digital Camera for Mug Shots (1 unit)

Bar Coding Scanner Kit w/Signature Pad (2 units)

TOTAL THIRD PARTY PRODUCTS AND SERVICES**Included****ESRI Notes**

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".

Exhibit 1 / CONFIGURATION

- 9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
- 10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

APPENDIX 2 ADDITIONAL PROVISIONS

a. Temporary suspension or delay of performance of contract.

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work for a period of no more than thirty (30) days, or delaying of the work to be performed by New World under this agreement.

b. Defective pricing.

To the extent that the pricing provided by New World is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

c. Liquidated Damages.

Due to the special nature of this licensing agreement and the other remedies provided in this agreement, the parties agree that liquidated damages are not applicable.

d. Specified excuses for delay or non-performance.

New World is not responsible for delay in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the control of New World. In any such event, the contract price and schedule shall be equitably adjusted.

e. Hold harmless.

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this Agreement resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this Agreement, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by New World.

f. Prohibition against contingent fees.

New World is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the Augusta, Georgia Commission. New World shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the Augusta, Georgia Commission.

g. Georgia Prompt Pay Act not applicable.

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

h. Acknowledgement regarding contractual obligations of Augusta, Georgia.

New World acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, New World is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of New Worlds' provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that New World may be precluded from recovering payment for such unauthorized goods or services. Accordingly, New World agrees that if it provides goods or

APPENDIX 2 / ADDITIONAL PROVISIONS

services to Augusta, Georgia under a contract that has not received proper legislative authorization or if New World provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by New World. New World assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

i. Georgia E-Verify Requirements.

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. New World agrees to provide their *E-Verify number* and to be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. Additionally, New World agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia New World will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. New World agrees to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

j. Right to inspect premises.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of New World or any subcontractor of New World or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

k. Local Small Business Language:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, New World agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), the contractor is required to provide local small business utilization reports. New World shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment.